

## UNITED STATES DISTRICT COURT

for the

District of \_\_\_\_\_

Division \_\_\_\_\_

**CAVES ACT**  
 Williams Family

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

Ladera, et al

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

Case No. \_\_\_\_\_

(to be filled in by the Clerk's Office)

## COMPLAINT AND REQUEST FOR INJUNCTION

## I. The Parties to This Complaint

## A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name

Street Address

City and County

State and Zip Code

Telephone Number

E-mail Address

AL M. WILLIAMS  
 3130 Accent DR, 24th  
 Dallas, TX 75287  
 214-414-6371  
 legalaccessinc@icloud.com

## B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

Defendant No. 1

Name  
Job or Title *(if known)*  
Street Address  
City and County  
State and Zip Code  
Telephone Number  
E-mail Address *(if known)*

Judy of Ladera  
Manager  
3939 Accent TR, 2411  
Dallas, Texas 75287  
~~974-6371~~  
10

Defendant No. 2

Name  
Job or Title *(if known)*  
Street Address  
City and County  
State and Zip Code  
Telephone Number  
E-mail Address *(if known)*

Daniel Paz  
3939 Accent TR 2411  
Dallas, TX 75287

Defendant No. 3

Name  
Job or Title *(if known)*  
Street Address  
City and County  
State and Zip Code  
Telephone Number  
E-mail Address *(if known)*

Defendant No. 4

Name  
Job or Title *(if known)*  
Street Address  
City and County  
State and Zip Code  
Telephone Number  
E-mail Address *(if known)*

**II. Basis for Jurisdiction**

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? *(check all that apply)*

☒ Federal question

☐ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

**A. If the Basis for Jurisdiction Is a Federal Question**

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

CDC Moratorium Act / Cares Act

**B. If the Basis for Jurisdiction Is Diversity of Citizenship**

## 1. The Plaintiff(s)

## a. If the plaintiff is an individual

The plaintiff, *(name)* \_\_\_\_\_, is a citizen of the State of *(name)* \_\_\_\_\_.

## b. If the plaintiff is a corporation

The plaintiff, *(name)* \_\_\_\_\_, is incorporated under the laws of the State of *(name)* \_\_\_\_\_, and has its principal place of business in the State of *(name)* \_\_\_\_\_.

*(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)*

## 2. The Defendant(s)

## a. If the defendant is an individual

The defendant, *(name)* \_\_\_\_\_, is a citizen of the State of *(name)* \_\_\_\_\_. Or is a citizen of *(foreign nation)* \_\_\_\_\_.

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS AT DALLAS

We The Handicapable, et al

v.

Case Number: \_\_\_\_\_

Ladera, et al.

**VERIFIED COMPLAINT AND REQUEST FOR EMERGENCY INJUNCTION**

**COMES NOW**, Al M Williams, pro se', Intevenor Plaintiff, for his verified Complaint and Request for Emergency Injunction

**Plaintiffs:** Al M Williams and family  
3930 Accent DR, 2411  
Dallas, Texas 75287

**Defendants:**

- a) Ladera Apartments,
- b) Ms. Judy, Owner,
- c) Daniel Paz  
3939 Accent DR,  
Dallas, Texas 75287

This Court has jurisdiction and venue over the matters in this compalint

1. My Name is Al M Williams, plaintiff, tenant, and intervening party as I have an equitable security interest in these proceeding to protect.
2. I am a vulnerable "covered person" pursuant to the Cares Act and resident of Ladera Apartments located at 3930 Accent DR, 2411; Dallas, Texas 75287 .
3. That at all times relative to this complaint, Ladera was in possession of CDC Declarations for members of our household.
4. That on March 17, 2021, in the midst of the worst ice storm ever,with freezing temperatures around 8 degrees; Ladera tried and sought out to remove me and my family from the housing unit Ladera Apartments located at 3930 Accent DR, 2411; Dallas, Texas 75287.
5. That I *wholly* objected to Ladera's request for "**Removal**" from the housing unit at 2411.

6. That removal it is illegal and will result in death by COVID and Winter Storm Uri. It is well-settled that Removal of a covered person is a “prohibited act” by the Moratorium.
7. Ladera sought eviction in bad faith, harassment, it is groundless in both fact and law. The pleading was filed for an improper purpose.
8. Ladera staff is very much aware that I am chronically ill and a covered person. Ladera is a covered property. I am vulnerable to death by exposure to COVID. My family members are vulnerable to death by exposure to COVID. This is intentional harassment. (See attached CDC declarations)
9. That Ladera, plaintiff, has intentionally violated established law in seeking out to evict me on March 17, 2021. This act was in retaliation for the complaints made to Matthew, Manager, on that same day regarding the “lockout” and inhumane living conditions in apartment 2411.
10. It is well-settled that: *‘The Moratorium “temporarily prohibits evictions of residential and commercial tenants for failure to pay rent due to COVID-19, and prohibits evictions of residential tenants during the emergency for no-fault reasons, for unauthorized occupants or pets, and for nuisances related to COVID. See **APARTMENT ASSOCIATION OF LOS ANGELES COUNTY, INC. v. City of Los Angeles, Dist. Court, CD California 2020 –***
11. Plaintiff Ladera brought this pleading for an improper purpose to threaten and harass as he knew that Execution and Actual Eviction were prohibited by The Moratorium. *The Moratorium (Doc. 1-2) at page 4, provides that landlords “shall not evict any covered person” —that is, a tenant who has supplied a certificate to the landlord. In Missouri a suit to evict, if successfully prosecuted, results in a writ of eviction, which is then taken to a sheriff who has the sole authority to begin the actual dispossession of a tenant. A*

*narrow or "strict" reading would be that it applies only when an actual **physical removal** is about to be undertaken, after a writ of eviction has been obtained. The prohibition of "any action" to "**cause the removal**" of a tenant simply means that **an evicting officer shall not be sought out, or a moving van obtained, or some similar conduct undertaken to achieve an actual eviction.** The earlier paper work is preliminary to even beginning a physical eviction, which is all that is **forbidden** by the Moratorium See KC Tenants, Plaintiff, v. David M. Byrn, et al., Defendants No. 20-00784-CV-W-HFS*

12. The plaintiff has already suffered irreparable harm and actual injury. He was hospitalized following the constructive eviction on March 17, 2021. Plaintiff will continue to suffer unnecessary pain and suffering, mental anguish, and deterioration of health when removed and thrown out on the streets. This matter is of great public interest because Ladera has knowingly, callously, and intentionally disregarded the federal law. In fact Ladera believes that they are above the law. Without Court intervention the plaintiff will be subjected to more physical injury and death. The plaintiff and his family suffers from and has serious medical needs of chronic conditions.
13. Ladera's eviction has caused harm to the plaintiff and his family to a degree yet to be determined. That Ladera will remove the plaintiff's and intentionally subject them to harm of death if this Court does not issue emergency relief injunctive
14. That there are similarly situated ignorant persons subjected to removal by Ladera and other Landlords in this community. They need relief from this Court as well.
15. That Ladera continues to seek out removal of my family from our household at 2411.

16. That Ladera believes that they are immune from federal law designed to protect all from COVID.
17. That Ladera challenges the Cares Act provisions and that there is a federal question regarding the applicability of the Cares Act that only this Court can resolve.
18. That this Court is the only Court that has jurisdiction to provide guidance and order damages and fines for Ladera's intentional violations of the Cares Act's Federal Moratorium on Evictions.
19. Monetary Damages alone will not make the plaintiff's whole, bring back life, restore loss of life, loss of health, or loss of kidney function .

WHEREFORE, all premises, injunction must issue -Immediate Emergency Injunction- to Halt Evictions and compelling Ladera to quit and refrain from all acts of harassment and removal of the plaintiff and his family from their home.

- a) A trial by a twelve person jury on all claims triable
- B) Ladera and its Counsel must be fined \$250,000.00 a piece for knowingly and intentionally violating federal law pursuant to Cares Act.
- C) Compensatory Damages in the amount of \$150,000.00 for actual damages, unnecessary pain and suffering, and mental anguish.
- D) That Punitive Damages be imposed in the amount of \$500,000.00 for intentionally and knowingly harming the plaintiff and its family.
- E) That Injunction must flow
- E) attorney fees and costs and all other relief

*The statement made are accurate, correct, and true to the best of my knowledge information and belief pursuant to penalties of perjury USC 1746*

/s/ Al M Williams/

Al M Williams

3930 Accent DR, 2411

Dallas, Texas 75287

214-414-6371

legalaccessInc@icloud.com

2-22-21

### CDC EVICTION MORATORIUM ORDER TENANT CERTIFICATION

I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the following are true and correct:

- I have used best efforts to obtain all available government assistance for rent or housing;
- I either (i) expect to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), (ii) was not required to report any income in 2019 to the U.S. Internal Revenue Service, or (iii) received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;
- I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary out-of-pocket medical expenses;
- I am using best efforts to make timely partial payments that are as close to the full payment as my circumstances may permit, taking into account other nondiscretionary expenses;
- If evicted I would (i) likely become homeless, need to move into a homeless shelter, or (ii) need to move into a new residence shared by other people who live in close quarters because I have no other available housing options;
- I understand that I must still pay rent or make a housing payment and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract, and I further understand that fees, penalties, or interest for not paying rent or making a housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected; and
- I further understand that at the end of this temporary halt on evictions on January 31, 2021, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to State and local laws.

I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

Name

ALSTON MAURICE ROSE

Signature of Declarant

Address

3930 Accent DR, 2411  
Dallas Texas 75287

Date

2/16/2021

\* I DID RECEIVE A STIMULUS CHECK

\* WE DO NOT HAVE WATER TO FLUSH TOILET  
OR WASH OUR HANDS OR COOK (A)

**DECLARATION UNDER PENALTY OF PERJURY FOR THE CENTERS FOR DISEASE CONTROL AND PREVENTION'S TEMPORARY HALT IN EVICTIONS TO PREVENT FURTHER SPREAD OF COVID-19**

This declaration is for tenants, lessees, or residents of residential properties who are covered by the CDC's order temporarily halting residential evictions (not including foreclosures on home mortgages) to prevent the further spread of COVID-19. Under the CDC's order you must provide a copy of this declaration to your landlord, owner of the residential property where you live, or other person who has a right to have you evicted or removed from where you live. ***Each adult listed on the lease, rental agreement, or housing contract should complete this declaration.*** Unless the CDC order is extended, changed, or ended, the order prevents you from being evicted or removed from where you are living through January 31, 2021. You are still required to pay rent and follow all the other terms of your lease and rules of the place where you live. You may also still be evicted for reasons other than not paying rent or making a housing payment.

***This declaration is sworn testimony, meaning that you can be prosecuted, go to jail, or pay a fine if you lie, mislead, or omit important information. I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the following are true and correct:***

- I have used best efforts to obtain all available government assistance for rent or housing;
- I either expect to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2019 to the I.R.S., or received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;
- I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary out-of-pocket medical expenses;
- I am using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses;
- If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options.
- I understand that I must still pay rent or make a housing payment, and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract. I further understand that fees, penalties, or interest for not paying rent or making a housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected.
- I further understand that at the end of this temporary halt on evictions on January 31, 2021, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to State and local laws. I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

Signature of Declarant

Date

B

### CDC EVICTION MORATORIUM ORDER TENANT CERTIFICATION

I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the following are true and correct:

- I have used best efforts to obtain all available government assistance for rent or housing;
- I either (i) expect to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), (ii) was not required to report any income in 2019 to the U.S. Internal Revenue Service, or (iii) received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;
- I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary out-of-pocket medical expenses;
- I am using best efforts to make timely partial payments that are as close to the full payment as my circumstances may permit, taking into account other nondiscretionary expenses;
- If evicted I would (i) likely become homeless, need to move into a homeless shelter, or (ii) need to move into a new residence shared by other people who live in close quarters because I have no other available housing options;
- I understand that I must still pay rent or make a housing payment and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract, and I further understand that fees, penalties, or interest for not paying rent or making a housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected; and
- I further understand that at the end of this temporary halt on evictions on January 31, 2021, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to State and local laws.

I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

Name

ALMAURICE WILLIAMS

Signature of Declarant

Address

3930 Accent Dr 2411  
Dallas Texas 75287

Date

2/16/2021

\* I DID RECEIVE A STIMULUS CHECK  
\* WE DO NOT HAVE WATER TO FLUSH TOILET  
OR WASH OUR HANDS OR COOK (B)

Yes. The effective date of the CDC Order is September 4, 2020. That means that any evictions for nonpayment of rent that may have been initiated before September 4, 2020, and have yet to be completed, will be subject to the Order. Any tenant who qualifies as a "Covered Person" and is still present in a rental unit is entitled to protections under the Order. Any eviction that occurred before September 4, 2020, is not subject to the Order.

**What are the penalties for a landlord, owner of a residential property, or other person with a legal right to pursue an eviction or a possessory action violating this Order?**

Several laws ( 18 U.S.C. §§ 3559 and 3571, 42 U.S.C. § 271, and 42 C.F.R. § 70.18) say that a person who violates the Order may be subject to a fine of no more than \$100,000 or one year in jail, or both, if the violation does not result in death. A person violating the Order may be subject to a fine of no more than \$250,000 or one year in jail, or both, if the violation results in a death or as otherwise provided by law. An organization violating the Order may be subject to a fine of no more than \$200,000 per event if the violation does not result in a death or \$500,000 per event if the violation results in a death or as otherwise provided by law. These are criminal penalties and are determined by a court of law. CDC has no involvement in these penalties.

**What if individuals act in bad faith when completing and submitting the declaration?**

Anyone who falsely claims to be a covered person under this Order by attesting to any material information which they do not believe to be true may be subject to criminal penalties under 18 U.S.C. § 1621 (perjury) or other applicable criminal law.

**How does the federal government intend to enforce this Order?**

The U.S. Department of Justice prosecutes violations of this Order.